

Helicopter Operations Support Unit "D" Provisions #12024B19Q7001

D.1 -- SCOPE OF AGREEMENT

(a) The intent of this Agreement is to obtain Helicopter Operations Support Trailers for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel trained and/or certified to set up and/or demonstrate operation and/or repair the equipment, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used on fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

(b) The Unit shall arrive fully self-contained and be fully operable within 2 hours of arrival at the incident, unless otherwise negotiated.

D.2 -- EQUIPMENT REQUIREMENTS

D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT.

D.2.1.1 -- Minimum Equipment Requirements.

(a) Helicopter Operations Support (HOS) Unit:

(1) Unit: Minimum 26' length X 8' wide (maximum width of 8' 6"), excluding tongue. The minimum length (26') of the unit is intended to include all of that space as usable space by the Government. Any private room(s) that may be used by the contractor as personal or storage space shall not to be included in the 26' length of the unit. Two rooms with forced air to each room, separated by a door. The radio room shall be equipped with windows that provide a 180 (degree) minimum field of view of the helicopter operations area from a fixed (stationary) rotating seated position, with allowable obstructions in viewing area as defined below. This requirement is not permitted to be fulfilled by repositioning the seat or by walking around the radio room.

(i) Front or rear-facing window(s) with a minimum height of 3 feet. The maximum distance from the interior corner of the unit to the closest window edge on each side of the unit shall not exceed 18 inches. If two windows are utilized to maintain the structural integrity of the unit, the maximum distance between window edges (distance between viewable portions) shall not exceed 6 inches.

(ii) A side-facing window on each side of the radio room, each with a minimum size of 3 feet high by 4 feet wide. The maximum distance from the interior corner of the unit to the closest window edge on each side of the unit shall not exceed 18 inches

(iii) Each window shall be equipped with a pull-down shade or mini blinds. Reflective shades and reflective window film is not allowed. An undamaged screen is required on any windows that can open.

(2) Contractor to provide a technician capable of setting up and providing maintenance on the helicopter operations support unit and qualified to maintain and program provided equipment (i.e., radios, computers, etc.).

(3) Air Conditioning Unit(s): Self-contained, climate controlled unit with air conditioning (air conditioned to maintain 70 to 75 F degree temperature in the unit).

(4) Heating System: Commensurate with the internal dimensions, installed electric base board heaters or propane gas equivalent; no free standing heaters.

(5) All necessary fuel and power (The Contractor is authorized to purchase fuel from the fuel vendor if provided at the incident, fuel vendors will be required to accept credit cards. In the event the unit comes unoperated, fuel will be supplied by the government but the cost for that fuel will be deducted from the vendors use invoice. Fuel supplied by the Government will be documented on the OF-304, Fuel and Oil Issue and copies of those fuel issues will be in the vendors use envelope).

(6) If unit is configured as a trailer, it shall be equipped with trailer stabilizers.

(7) Tool kit: Hand tool kit, for general use.

(8) White boards: Three (3) each, 36" L X 24" H; one (1) installed in radio room and two (2) installed on each wall of the general work area room.

(9) One (1) fax, copier, scanner, with two (2) reams of paper appropriate for the machine, for initial startup. One (1) high capacity printer (minimum 28 pages per minute).

(10) Cork boards: Three (3) each: 36" L X 24" H; one (1) installed in radio room and two (2) installed on each wall of the general work area room.

(11) Internal Lighting: Sufficient to provide adequate light for night time operations, refer to work station minimum requirements.

(12) Exterior Lighting: Sufficient to provide adequate lighting for night time operations around the unit and briefing area.

(13) Steps: No steep steps, access shall allow safe entry/exit from the unit.

(14) Minimum of one (1), 15-knot wind sock. Wind sock must be able to rotate without touching any obstacles.

(15) All vehicles/equipment offered and under hire on this Agreement shall contain a fire extinguisher, multi-purpose 2A 10BC, that is securely mounted to the vehicle/equipment and accessible by the operator. The fire extinguisher shall have a current annual inspection tag.

(16) Self-propelled units are acceptable.

D.2.1.2 -- Work Space.

(a) Work Stations: Three (3) each desktop/countertop work stations in radio room, and 4 more in work area large (can be continuous counter tops), seven (7) rolling chairs shall be provided.

(b) The minimum individual desk top work space provided shall be minimum 18" deep by 36" long, per each work station, rolling chairs for each work station.

(c) A minimum of one (1) each AC lighting fixture over each work area (florescent lighting is acceptable).

*NOTE: IF a unit is longer, then the work space provided should be commensurate with these minimum requirements for work space.

D.2.1.3 -- Electrical Power Requirements.

(a) Minimum 120 Volt, 50 Amp AC service entrance with disconnect switch to master breaker.

(b) AC receptacles at all work stations/areas.

(c) One (1) each - 20 foot, 50 Amp, AC service extension cable.

(d) AC - 3 pin Twist-Lock to standard 3 pin adapters (minimum 20 amp service).

(e) Battery Backup: DC (battery) backup with a minimum of 100 AH capacity for initial start-up and power outages. Battery shall have capacity to power all radio equipment for at least one operational period (one shift).

(1) Battery shall have a master disconnect or breaker switch.

(2) Battery shall be physically isolated from work area for personnel safety.

(3) Battery shall be a sealed, non-ventilating type, such as gel-cell.

(f) Charging System: DC charging system to maintain battery backup.

*NOTE: A second smaller generator may be substituted for battery back-up that will support all radio equipment.

(g) Auxiliary Connection: Two (2) each Auxiliary 12 volt connection power points near radio equipment.

(h) External Generator: One (1) each AC generator kit to include one (1) quiet style generator with a manufacturers decibel rating of no greater than 65dB at 23 feet, a minimum output capacity of 6,000 watts (6 kw), capable of running for one operational period without refilling for fuel.

Generator shall be positioned away from the unit and have sound dampening material around it.

D.2.1.4 -- Radio and Electronic Equipment. All of the below equipment shall be in the radio room.

All VHF-FM radios must be P25 digital compliant. See the following for a list of approved VHF-FM radios <http://www.nifc.gov/NIICD/documents.html>.

(a) VHF-FM P25 Digital Base Station consisting of a minimum of three (3) VHF-FM mobile radios.

Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. Programming instructions for user and computer programming will be available. Each radio will conform to the following requirements:

(1) A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent). The radio shall provide selection of analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 138 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.

(2) Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(b) UHF-FM Base Station: A minimum of two (2) UHF-FM mobile radios. The radio will operate from 406 to 420 MHz (minimum), have the capability for 10 (minimum) preset channels, provide a nominal power output of 30 watts minimum, and be user programmable without the need of a computer (although computer programming capability is also a requirement). Each radio will have

a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. Programming instructions for user and computer programming will be available.

(c) VHF-AM Base Station: A minimum of two (2) VHF-AM fixed radio(s) (mobile or base). The radio will operate from 118 to 137 MHz (minimum), provide a nominal power output of no more than 10 watts, and be user programmable without the need of a computer. Each radio will have a desk mic or handheld mic with a speaker providing sufficient adjustable volume to be heard in a noisy working environment. User programming instructions will be available.

(d) All radio equipment shall be ready for immediate use upon arrival at the helibase, pending frequency programming.

(e) The vendor shall provide a laptop, preloaded with radio programming software, and all hardware necessary to program those radios that are capable of programming channel information via a computer. This laptop is not intended to be used by agency personnel for any purpose other than programming vendor radios.

(f) Two (2) VHF-AM portable radios. AM portable radios must operate over the 118 to 137 MHz frequency band and be field programmable (without the aid of a computer). Each radio will have two fully charged battery packs (AA battery clamshells are recommended) at the beginning of each shift.

(g) Two (2) P25 digital VHF-FM portable radios.

(1) A P25 Digital VHF-FM portable radio operating from 138 MHz to 174 MHz. The radio shall provide selection of analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 5 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.

(2) Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) Each radio will have two fully charged battery packs (AA battery clamshells are recommended)

at the beginning of each shift.

(h) All VHF-FM and UHF radios shall be agency approved. A list of currently approved radios can be found on the following website: <http://www.nifc.gov/NIICD/documents.html>.

(i) Antenna requirements for mobile and base station radios:

(1) VHF-AM Antennas (2 minimum) Broadband covering the entire 118 to 137 MHz spectrum (i.e. RAMI AV-1 or equivalent).

(2) VHF-FM Antennas (3 minimum) Broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent). Note: Antennas supplied with new radios do not meet these requirements.

(3) UHF Antennas (2 minimum) - Broadband antenna tuned to the proper frequency band for each required base station radio.

(4) At least two (2) VHF-FM magnetic mounted antennas with an 8 foot (minimum) RF cable are required. Antenna connectors shall be able to connect to the mobile and portable radios. Connector adapters are acceptable.

(5) At least two (2) UHF-FM magnetic mounted antennas with an 8 foot (minimum) RF cable are required. Antenna connectors shall be able to connect to the mobile radio. Connector adapters are acceptable.

(6) Antennas may be mounted on masts or mounted directly to the unit. Antennas will be placed as far apart from each other as possible for frequency separation. Antennas may be detached from the unit for transport.

Note: A standard Type 1 helibase would have 4-5 VHF FM frequencies and 1-3 VHF AM frequencies with the primary rotor AM transmitting back to the Helibase on a UHF frequency.

(j) RF CABLES: RF cable terminations will be accessible from both inside and outside the unit. VHF cables shall be terminated with 'UHF' connectors. UHF cables shall be terminated with 'N' connectors. A selection of interseries adapters will be provided. All cables will be permanently labeled. In addition to the base station RF cables, there shall be an additional VHF cable from each work position to an outside jack box. All cables shall be RG-213, RG-8, or better cable.

(k) Public Address System. A 30 watt (minimum) external; public address system, operated from the dispatch area, providing audio 360 degrees around the unit.

(l) Timer or other time tracking device (10 ea).

(m) Digital weather station. A digital weather station shall be able to measure wind speed, wind direction, and temperature, at a minimum.

(n) Computer monitor. A computer monitor 19" or larger, securely mounted to either an interior wall or surface area via a vertically and horizontally adjustable monitor arm. Monitor shall be mounted near/accessible to the radio operation area but shall not obstruct the view out any of the windows and include commonly used video, audio, HDMI, and connectivity cables.

D.2.1.5 -- Telephone/Internet Services/Access.

(a) One (1) each telephone service/customer entrance panel to accommodate a minimum of three (3) telephone lines within the unit.

(b) One (1) RJ-66 block.

(c) Four (4) pre-wired RJ-11 wall jacks connected to the RJ-66 block punch down block located at a central point where telephone service will enter the unit.

(d) Four (4) pre-wired (with CAT 5E cable) RJ-45 wall jacks to be terminated at a central point where data will enter the unit and provide for a suitable location for the router.

(e) Three (3) each telephone handsets. One near each work station or work area.

(f) Satellite or High Speed Internet; including Service Provider: Internet capability (to establish a minimum level of service for satellite internet access and is for government use only) is required.

Air time is included in the daily rate.

(1) The Daily Rate for the HOS unit must include all equipment, personnel, data transmission, air time, and any other costs associated with providing internet for the HOS Unit. If the incident requires services over and above those stated in this specification, an incident only EERA will be initiated by a warranted CO. Equipment shall be maintained in good repair by the Contractor.

(2) KA System Minimum bandwidth: 5 Mbps Download speed, 1mbps Upload speed.

(3) KU System Minimum bandwidth: 5 Mbps Download speed, 1mbps Upload speed.

(4) Wireless 802.11 n/ac router with DHCP enabled; Minimum 4 LAN ports/ 1 WAN Port; Browser Administration enabled; Administrative username and password protected.

(5) Minimum 4 Port POE 10/100 unmanaged ethernet switch

(6) Minimum 4 Port 100/1000 unmanaged ethernet switch

(7) Vendor shall maintain daily logs of the total data usage for the internet service and this information shall be provided to the CO or the incident upon request.

(g) Wireless LAN (recommended ports - 3).

D.2.1.6 -- All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

D.2.1.7 -- If requested by the Government, the contractor must be capable of relocating the unit at the incident within 4 hours or sooner at the discretion of the incident management team.

D.2.1.8 -- Biobased Products. This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at <http://www.biopreferred.gov/>.

D.2.2 -- VEHICLE LICENSING REQUIREMENTS.

D.2.2.1 -- All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

D.2.2.2 -- Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

D.3 -- PERSONNEL REQUIREMENTS

(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations on federal jurisdictions,

including execution of prescribed burns.

(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

D.3.1 -- [RESERVED]

D.3.2 -- ENGLISH SPEAKING REQUIREMENT.

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractors representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

D.4 -- EQUIPMENT RELIABILITY

(a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

(b) The Government reserves the right to conduct inspections at any time.

D.5 -- AVAILABILITY

If the Host Dispatch Zone or Geographic Area requires it, the Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

D.5.1 -- HOST DISPATCH CENTER SELECTION. (applicable to all agreements except those with designated single GACC ordering procedures)

Regional and local awards may not be made to vendors designating equipment City and State location more than 450 miles away from their selected Dispatch Center.

D.6 -- ORDERING PROTOCOL FOR RESOURCES.

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(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

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(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide

information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

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D.6.1 -- DISPATCH PRIORITY.

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(a) Each host dispatch center will give dispatch priority to the resource offering the greatest advantage (See D.6.2) before all other private resources not under Agreement with the following exceptions:

(1) For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.

(2) Tribal preference policy established within reservation jurisdiction.

(3) Government normally will dispatch resources in accordance with this protocol; however, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement.

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(b) Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor resources in reserve as a contingency force in a non-pay status when that resource is available.

(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.

(5) Incident contact phone number for further information.

(6) Fire Code/Funding Code

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(b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the ETD and ETA from point of dispatch.

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(c) Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

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D.6.5 -- DISPATCHING PROCEDURES.

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D.6.5.1 -- When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

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D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

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D.6.5.3 -- At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

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D.6.5.4 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

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D.6.6 -- EMERGENCY INCIDENT DRIVING.

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The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH)(FSH 5109.34). Reference D.21.8.1.2. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

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D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

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(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

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(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

(1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested.

The Government will not pay transportation cost for replacement personnel.

(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

(3) With the Governments agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

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D.6.8 -- DEMOBILIZATION.

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The Incident Commander will determine the priority of demobilization.

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D.6.9 -- RELEASE.

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Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

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D.7 -- PROPERTY

D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have one complete copy of their most current agreement in their possession at all times.

OR

The Contractor shall arrive at the incident with one copy of the complete Agreement and retain one copy in their possession at all times.

D.9 -- LAUNDRY SERVICE

If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

D.10 -- CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

D.11 -- COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

D.12 -- TIMEKEEPING

Refer to D.21.9.2

D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.15 -- VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, the Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the

Government will reimburse the Contractor for these costs based on written receipts.

D.16 -- PRE-AWARD INSPECTIONS

No Pre-Award inspections will be completed for this resource category.

D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition.

Prior to incident use or anytime the resource is under hire, the Government may perform inspections.

(b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the governments convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

(a) The original shall remain with the fire documents on Host Unit.

(b) A copy of the inspection shall be given to the Contractor and/or the Contractors Representative.

(c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and reinspected

at the governments convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional and workmanlike standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2):

(1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident.

(2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans.

The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

(c) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange

for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.19.1 -- INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly.

Inappropriate behavior is all forms of harassment including sexual and racial harassment.

HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident

file).

D.21 -- PAYMENTS

Payments will be made in accordance with D.21.8.

D.21.1 -- [RESERVED]

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

(a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.

(b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.

(c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at www.gsa.gov.

(d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

(e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK.

(a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

(b) After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

(c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.7 -- ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

D.21.8 -- PAYMENTS.

(a) The host agency for each incident is responsible for payments. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 -- Rates of Payments - Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.

(b) Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily

Rate for periods less than 8 hours.

(c) There will be no Double Shifts paid under this agreement. The Vendor will coordinate an acceptable schedule with incident personnel to meet the workload requirements of the incident.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation. The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement:

(a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any dutyday (operational period, see Exhibit A).

(b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.

(c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to:

(1) Accomplish immediate and critical suppression objectives, or

(2) Address immediate and critical firefighter or public safety issues.

(d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at that time.

21.8.2 -- Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

D.21.8.3 -- Exceptions.

- (a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- (b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
- (d) No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7.
- (e) Deductions. Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.
- (f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.9 -- INVOICING PROCESS

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be

recorded to the nearest quarter hour worked. The Government will verify the Contractors time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 -- The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

D.22 -- REPLACEMENT OF RESOURCES

(a) At the discretion of the CO for this agreement, this award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. This replacement modification must be issued and executed through the VIPR program and new resources must appear on the agreement and dispatch priority list prior to being utilized.

(b) Additional resources may not be added to the agreement.

D.23 -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Provided as a separate attachment